



Luann G. Welmer, Clerk-Treasurer

**CITY COUNCIL MEETING
CITY HALL
TUESDAY, SEPTEMBER 16, 2014
6:00 O'CLOCK P.M.**

I. Meeting Called to Order

- A. Opening Prayer
- B. Pledge of Allegiance
- C. Roll Call
- D. Acceptance of Minutes

II. Unfinished Business Requiring Council Action

- A. Second Reading of an Ordinance entitled "ORDINANCE NO. _____, 2014, AN ORDINANCE REVISING THE SCHEDULE OF NON-RECURRING RATES AND CHARGES FOR WATER AND SEWER SERVICES OF COLUMBUS CITY UTILITIES." Keith Reeves.
- B. Second Reading of an Ordinance entitled "ORDINANCE NO. _____, 2014, AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF COLUMBUS, INDIANA, REZONING THE SUBJECT PROPERTY FROM "I-3" (INDUSTRIAL: HEAVY) TO "RM" (RESIDENTIAL: MULTI-FAMILY)." (Gentry Park Rezoning) Jeff Bergman
- C. Second Reading of an Ordinance entitled "ORDINANCE NO. _____, 2014, AN ORDINANCE VACATING PUBLIC RIGHT-OF-WAY." (Sandlin-Woods Lancelot Lane Vacation) Jeff Bergman
- D. Second Reading of an Ordinance entitled "ORDINANCE NO. _____, 2014, AN ORDINANCE PROVIDING FOR THE ADDITIONAL APPROPRIATION OF FUNDS FOR THE BUDGET YEAR 2014." Matt Caldwell and Mark Jones

E. Second Reading of an Ordinance entitled "ORDINANCE NO._____, 2014, AN ORDINANCE FIXING SALARIES AND WAGES OF OFFICERS AND EMPLOYEES OF THE CITY OF COLUMBUS, INDIANA FOR CALENDAR YEAR 2015." Matt Caldwell

F. Second Reading of an Ordinance entitled "ORDINANCE NO._____, 2014, AN ORDINANCE SETTING THE SALARIES OF ELECTED OFFICIALS FOR THE YEAR 2015." Matt Caldwell

III. New Business Requiring Council Action

A. Reading of a Resolution entitled "RESOLUTION NO._____, 2014, A RESOLUTION APPROVING A DEDUCTION FOR TAX ABATEMENT IN A PREVIOUSLY DESIGNATED ECONOMIC REVITALIZATION AREA PURSUANT TO INDIANA CODE 6-1.1-12.1, ET. SEQ. AND AUTHORIZING THE MAYOR TO EXECUTE THE STATEMENT OF BENEFITS FORM." (Rightway Fasteners, Inc.) Clark Greiner

B. Reading of a Resolution entitled "RESOLUTION NO._____, 2014, A RESOLUTION APPROVING A DEDUCTION FOR TAX ABATEMENT IN A PREVIOUSLY DESIGNATED ECONOMIC REVITALIZATION AREA PURSUANT TO INDIANA CODE 6-1.1-12.1, ET. SEQ. AND AUTHORIZING THE MAYOR TO EXECUTE THE STATEMENT OF BENEFITS FORM." (Tallman Equipment Company, Inc.) Clark Greiner

C. First Reading of an Ordinance entitled "ORDINANCE NO._____, 2014, AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF COLUMBUS, INDIANA, DESIGNATING A CERTAIN AREA WITHIN THE CITY OF COLUMBUS, INDIANA, AS AN ECONOMIC DEVELOPMENT TARGET AREA." Carl Malysz

D. Reading of a Resolution entitled "RESOLUTION NO._____, 2014, A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF COLUMBUS TO AMEND SPECIFIC CAPITAL IMPROVEMENT PROJECTS AS THE AMENDED 2014 CAPITAL BUDGET FOR PARKS AND RECREATION." Matt Caldwell and Mark Jones

- E. Reading of a Resolution entitled "RESOLUTION NO._____, 2014, A RESOLUTION TO AUTHORIZE THE CITY OF COLUMBUS REDEVELOPMENT COMMISSION TO EXPEND FUNDS IN EXCESS OF \$500,000 FOR ENGINEERING AND DESIGN WORK FOR STATE STREET CORRIDOR REVITALIZATION PHASE 1." Mayor Brown
- F. Public Hearing and First Reading of an Ordinance entitled "ORDINANCE NO._____, 2014, AN ORDINANCE FOR APPROPRIATIONS AND TAX RATES FOR 2015." Matt Caldwell
- G. Reading of a Resolution entitled "RESOLUTION NO._____, 2014, A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF COLUMBUS TO APPROVE THE SALE OF PROPERTY LOCATED AT 7440 SOUTH INTERNATIONAL DRIVE, COLUMBUS." Jeff Logston

IV. Other Business

- A. Standing Committee and Liaison Reports
- B. Discussion Items:
 - 1.) Additional Appropriation for Aviation Self Fuel
- C. The next regular meeting is scheduled for **Tuesday, October 7, 2014, 6:00 p.m. in City Hall.**
- D. Adjournment

RESOLUTION NO. _____, 2014

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
COLUMBUS TO AMEND SPECIFIC CAPITAL IMPROVEMENT PROJECTS
AS THE AMENDED 2014 CAPITAL BUDGET FOR PARKS AND RECREATION**

WHEREAS, on October 1, 2013, the Common Council of the City of Columbus (the "Council") adopted Ordinance 20-2013 approving Appropriations and Tax Rates for 2014 (the "2014 Budget");

WHEREAS, pursuant to Columbus City Ordinance 3.08.030 and 3.08.040, the Mayor after receiving input from the City's Capital Improvements' Committee put forth a Capital Budget for 2014 by designating the projects, an estimated cost, and the source from which funds are available;

WHEREAS, the Council previously designated specific capital improvement projects as the Capital Budget for 2014;

WHEREAS, the actual expenditures for the approved 2014 capital improvement projects have been lower than projected creating available capital funding for additional capital improvement projects for 2014;

WHEREAS, the Council desires to designate the specific capital improvement projects in description and amount as designated and set forth on attached **Exhibit "A"** as the Amended Capital Budget for 2014 for the Parks and Recreation Department;

WHEREAS, the Council recognizes that the individual project costs set forth in **Exhibit "A"** are estimates only and shall not serve as a cap on the individual project should actual project costs be higher than originally estimated;

WHEREAS, the Council recognizes that the Amended Capital Budget for 2014 for the Parks and Recreation Department is subject to available appropriations whether as part of the 2014 Budget or required additional appropriations where necessary; and

WHEREAS, the Amended Capital Budget for 2014 for the Parks and Recreation Department as set forth in **Exhibit "A"** shall be considered an addendum to the 2014 Budget pursuant to Columbus City Ordinance 3.08.030.

NOW THEREFORE BE IT RESOLVED BY THE COLUMBUS COMMON COUNCIL THAT the capital improvement projects included in **Exhibit "A"** in description and amount are hereby adopted as the Amended Capital Budget for 2014 for the Parks and Recreation Department pursuant to Columbus City Ordinance 3.08.030 and considered an addendum to the 2014 Budget.

NOW THEREFORE BE IT FURTHER RESOLVED BY THE COLUMBUS COMMON COUNCIL THAT additional approval from Council for any of the capital

improvement projects is required should the actual cost of that specific project exceed the greater of i) 10% of the estimated project cost as set forth in Exhibit "A" or ii) \$5,000.

ADOPTED BY THE COMMON COUNCIL OF COLUMBUS, INDIANA, on this the ____ day of _____, 2014, by a vote of ____ ayes and ____ nays.

Kristen S. Brown, Mayor
Presiding Officer of the Common Council

ATTEST:

Luann Welmer
Clerk of the Common Council

Presented by me to the Mayor of Columbus, Indiana, this ____ day
of _____, 2014 at _____ o'clock _____M.

Luann Welmer
Clerk-Treasurer

Approved and signed by me this ____ day of _____, 2014, at
_____ o'clock _____M.

Kristen S. Brown
Mayor of the City of Columbus, Indiana

2014 Priority Capital and Equipment						
				Remaining 2014 Capital and Equipment Prioritized		
Priority Equipment			Expended		Estimate	
Topliner	\$18,000.00	Approved	\$14,263.00	Utility Cart #1	\$15,000.00	
16' Mower	\$77,000.00	Approved	\$59,758.30	Lincoln Park		
Walker Mower	\$9,500.00	Approved	\$8,961.00	Batting Cage Refurbishment #2	\$15,000.00	
Trim Mower	\$22,000.00	Approved	\$18,888.74	Park Operations		
Tractor with Loader	\$40,000.00	Approved	\$34,929.18	Replacement of Light Fixtures #3	\$20,000.00	
Aerator	\$30,000.00	Approved	\$30,187.76	Replacement of Water Heater and Pumps #4	\$6,500.00	
Sub Tot	\$196,500.00		\$166,987.98	Airport Storage		
				Heater Replacement #6	\$6,000.00	
				Electrical Upgrade #5	\$7,500.00	
Priority Projects						
Donner						
Window Replacement	\$25,000.00	Approved				
Painting in the Pool Area	\$15,000.00	Approved	\$12,550.00	Additional \$400,000 appropriation list	Estimate	
FFY				Ice Resurfacer	\$110,000.00	Hamilton
Replacement of HVAC system	\$70,000.00	Approved	\$64,215.00	Playground Replacement at Clifty	\$90,000.00	Clifty
Lincoln Park				Athletic Court Reconstruction	\$11,700.00	Donner
Scoreboard Replacement	\$35,000.00	Approved	\$31,775.00	Athletic Court Fence	\$2,000.00	Donner
				Donner Fence Replacement	\$30,000.00	Donner
				Tennis Court Resurface	\$98,500.00	Donner
				West Parking Lot Curb	\$29,730.00	Donner
				Landscape and Irrigation	\$13,000.00	Donner
Sub Tot	\$145,000.00		\$108,540.00			
Annual Projects						
Overlay/ Seal Coat/ Striping	\$18,500.00	Approved				
Court Resurfacing and Restriping	\$34,000.00	Approved				
Picnic Tables Replacement	\$5,500.00	Approved	\$5,407.00			
Replacement of Drinking Fountains	\$5,000.00	Approved	\$3,445.00			
Sub Tot	\$63,000.00		\$8,852.00			
Misc. Projects						
Donner Center						
Exhaust System	\$9,000.00	Approved	\$5,216.00			
Donner Pool						
ADA Chair and Pool Furniture	\$11,000.00	Approved	\$10,403.20			
Clifty Park						
Skate Park	\$10,000.00	Approved	\$6,165.02			
Sub Tot	\$30,000.00		\$21,784.22			
Total	\$434,500.00		\$306,164.20			

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATE

Ordinance Number:

Be it ordained/resolved by the **City of Columbus Common Council** that for the expenses of **COLUMBUS CIVIL CITY** for the year ending December 31, **2015** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **COLUMBUS CIVIL CITY**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **City of Columbus Common Council**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
City of Columbus Common Council	Common Council and Mayor	10/07/2014

DLGF-Reviewed Funds

Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0101	GENERAL	\$32,934,123	\$20,560,916	0.9584
0180	DEBT SERVICE	\$713,563	\$627,243	0.0292
0341	FIRE PENSION	\$2,215,400	\$475,270	0.0222
0342	POLICE PENSION	\$1,166,400	\$0	0.0000
0705	THOROUGHFARE	\$395,000	\$1,134,626	0.0529
0706	LOCAL ROAD & STREET	\$418,000	\$0	0.0000
0708	MOTOR VEHICLE HIGHWAY	\$1,664,060	\$0	0.0000
1191	CUMULATIVE FIRE SPECIAL	\$0	\$0	0.0000
1312	RECREATION	\$3,845,415	\$3,723,291	0.1736
1380	PARK BOND	\$377,550	\$351,619	0.0164
2379	CUMULATIVE CAPITAL IMP (CIG TAX)	\$106,000	\$0	0.0000
2391	CUMULATIVE CAPITAL DEVELOPMENT	\$775,442	\$786,611	0.0367
2482	REDEVELOPMENT BOND	\$86,000	\$0	0.0000

Home-Ruled Funds (Not Reviewed by DLGF)

Fund Code	Fund Name	Adopted Budget
9500	AVIATION	\$1,396,270
9501	POLICE CONT ED	\$36,000
9502	TECH ADVIS COMM	\$0
9503	Aviation Non-Reverting	\$100,000
9504	POLICE ALARM SYS	\$25,000
9505	STORM SEWER NON-REV	\$20,000
9506	MEDIC NON-REV	\$25,000
9508	Economic Dev Income Tax CEDIT	\$2,719,245
9509	Commons Operating/Capital Fund	\$913,788
9510	Streetscape	\$0
9511	Riverboat	\$260,000

Name		Signature
John Ryan Brand	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Dascal D. Bunch	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Frank Jerome	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
James P. Lienhoop	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Frank P. Miller	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Timothy D. Shuffett	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Kenneth J. Whipker	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	

ATTEST

Name	Title	Signature
Luann G. Welmer	City Clerk Treasurer	

MAYOR ACTION (For City use only)

Name		Signature	Date
Kristen S. Brown	Approve <input type="checkbox"/> Veto <input type="checkbox"/>		

BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 0101 - GENERAL

DEPARTMENT: 0041 CLERK-TREASURER (CITY/TOWN UNITS ONLY)

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$435,941	\$434,166
SUPPLIES	\$9,727	\$9,727
SERVICES AND CHARGES	\$84,459	\$84,459
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$530,127	\$528,352

DEPARTMENT: 0044 MAYOR

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$182,771	\$181,996
SUPPLIES	\$2,000	\$2,000
SERVICES AND CHARGES	\$30,210	\$30,210
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$214,981	\$214,206

DEPARTMENT: 0069 CITY COUNCIL/TOWN BOARD (COMMON COUNCIL)

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$56,360	\$56,089
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$37,000	\$37,000
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$93,360	\$93,089

DEPARTMENT: 0075 BOARD OF PUBLIC WORKS

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$11,510	\$11,454
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$837,323	\$837,323
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$848,833	\$848,777

DEPARTMENT: 0101 PLANNING & ZONING

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$643,079	\$640,399
SUPPLIES	\$7,210	\$7,210
SERVICES AND CHARGES	\$59,900	\$59,900
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$710,189	\$707,509

DEPARTMENT: 0103 COMMUNITY PLANNING & DEVELOPMENT (CHAMBER OF COMMERCE)

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$330,630	\$236,699
SUPPLIES	\$2,071	\$2,071
SERVICES AND CHARGES	\$34,250	\$33,650
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$366,951	\$272,420

DEPARTMENT: 0106 DATA PROCESSING (COMPUTERS)

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$146,112	\$243,874
SUPPLIES	\$1,870	\$2,870
SERVICES AND CHARGES	\$182,150	\$334,590
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$330,132	\$581,334

DEPARTMENT: 0270 ATTORNEY (CORPORATE - CITY ATTY)

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$112,242	\$111,752
SUPPLIES	\$700	\$700
SERVICES AND CHARGES	\$44,225	\$44,225
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$157,167	\$156,677

DEPARTMENT: 0304 TRANSPORTATION (MUNICIPAL COACH)

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$1,306,526	\$1,257,141
SUPPLIES	\$333,557	\$333,557
SERVICES AND CHARGES	\$81,731	\$81,731
CAPITAL OUTLAY	\$101,500	\$101,500
DEBT SERVICE	\$0	\$0
Total	\$1,823,314	\$1,773,929

DEPARTMENT: 0306 ENGINEER

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$470,285	\$468,340
SUPPLIES	\$9,490	\$9,490
SERVICES AND CHARGES	\$61,550	\$61,550
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$541,325	\$539,380

DEPARTMENT: 0309 HUMAN RELATIONS/RESOURCES (SOCIAL SVC-COUNCIL ON AGING)

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$225,451	\$224,523
SUPPLIES	\$2,000	\$2,000
SERVICES AND CHARGES	\$14,950	\$14,950
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$242,401	\$241,473

DEPARTMENT: 0318 CODE ENFORCEMENT

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$0	\$0
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$100,000	\$100,000
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$100,000	\$100,000

DEPARTMENT: 0362 FIRE DEPARTMENT

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$8,520,581	\$8,486,682
SUPPLIES	\$173,200	\$173,200
SERVICES AND CHARGES	\$326,950	\$326,950
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$9,020,731	\$8,986,832

DEPARTMENT: 0370 POLICE DEPARTMENT (TOWN MARSHALL)

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$7,836,832	\$7,799,940
SUPPLIES	\$414,800	\$414,800
SERVICES AND CHARGES	\$267,372	\$267,372
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$8,519,004	\$8,482,112

DEPARTMENT: 0375 TRAFFIC CONTROL DEPARTMENT

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$327,116	\$325,816
SUPPLIES	\$112,500	\$112,500
SERVICES AND CHARGES	\$54,200	\$54,200
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$493,816	\$492,516

DEPARTMENT: 0505 SANITATION DEPARTMENT (WASTE WATER-SEWAGE)

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$1,661,268	\$1,590,427
SUPPLIES	\$378,563	\$378,563
SERVICES AND CHARGES	\$548,450	\$518,450
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$2,588,281	\$2,487,440

DEPARTMENT: 0531 MAINTENANCE & REPAIR

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$288,296	\$287,398
SUPPLIES	\$23,305	\$23,305
SERVICES AND CHARGES	\$154,225	\$154,225
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$465,826	\$464,928

DEPARTMENT: 0626 ANIMAL CONTROL

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$408,328	\$406,734
SUPPLIES	\$27,825	\$27,825
SERVICES AND CHARGES	\$33,623	\$33,623
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$469,776	\$468,182

DEPARTMENT: 9600 Shop & Garage

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$205,968	\$205,134
SUPPLIES	\$155,400	\$155,400
SERVICES AND CHARGES	\$118,953	\$118,953
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$480,321	\$479,487

DEPARTMENT: 9601 Storm Sewer

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$0	\$0
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$230,000	\$230,000
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$230,000	\$230,000

DEPARTMENT: 9602 Central Dispatch

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$0	\$0
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$518,391	\$472,645
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$518,391	\$472,645

DEPARTMENT: 9603 Capital Improvements

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$0	\$0
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$0	\$0
CAPITAL OUTLAY	\$3,664,403	\$3,210,054
DEBT SERVICE	\$0	\$0
Total	\$3,664,403	\$3,210,054

DEPARTMENT: 9604 Metropolitan Planning Organization

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$83,887	\$83,534
SUPPLIES	\$2,273	\$2,273
SERVICES AND CHARGES	\$104,070	\$12,570
CAPITAL OUTLAY	\$24,500	\$24,500
DEBT SERVICE	\$0	\$0
Total	\$214,730	\$122,877

DEPARTMENT: 9608 Operations & Finance

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$227,406	\$226,733
SUPPLIES	\$750	\$750
SERVICES AND CHARGES	\$4,825	\$4,825
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$232,981	\$232,308

DEPARTMENT: 9609 Human Resources

	Published Amount	Adopted Amount
PERSONAL SERVICES	\$159,334	\$158,671
SUPPLIES	\$1,720	\$1,720
SERVICES AND CHARGES	\$587,205	\$587,205
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$748,259	\$747,596

Totals by Fund

Published Amt: \$33,605,299

Adopted Amt: \$32,934,123

BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 0180 - DEBT SERVICE

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$0	\$0
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$750	\$750
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$712,813	\$712,813
Total	\$713,563	\$713,563

Totals by Fund	Published Amt.: \$713,563	Adopted Amt. \$713,563
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 0341 - FIRE PENSION

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$2,400	\$2,400
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$2,218,000	\$2,213,000
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$2,220,400	\$2,215,400

Totals by Fund	Published Amt. \$2,220,400	Adopted Amt. \$2,215,400
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 0342 - POLICE PENSION

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$2,400	\$2,400
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$1,168,000	\$1,164,000
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$1,170,400	\$1,166,400

Totals by Fund	Published Amt. \$1,170,400	Adopted Amt. \$1,166,400
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 0705 - THOROUGHFARE

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$0	\$0
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$0	\$0
CAPITAL OUTLAY	\$395,000	\$395,000
DEBT SERVICE	\$0	\$0
Total	\$395,000	\$395,000

Totals by Fund	Published Amt.: \$395,000	Adopted Amt. \$395,000
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 0706 - LOCAL ROAD & STREET

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$0	\$0
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$418,000	\$418,000
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$418,000	\$418,000

Totals by Fund	Published Amt: \$418,000	Adopted Amt: \$418,000
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 0708 - MOTOR VEHICLE HIGHWAY

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$1,220,726	\$1,215,800
SUPPLIES	\$277,000	\$277,000
SERVICES AND CHARGES	\$171,260	\$171,260
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$1,668,986	\$1,664,060

Totals by Fund	Published Amt. \$1,668,986	Adopted Amt. \$1,664,060
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 1191 - CUMULATIVE FIRE SPECIAL

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$0	\$0
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$0	\$0
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$0	\$0

Totals by Fund	Published Amt.: \$0	Adopted Amt.: \$0
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 1312 - RECREATION

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$2,760,380	\$2,748,656
SUPPLIES	\$385,453	\$385,453
SERVICES AND CHARGES	\$711,306	\$711,306
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$3,857,139	\$3,845,415

Totals by Fund	Published Amt. \$3,857,139	Adopted Amt. \$3,845,415
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 1380 - PARK BOND

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$0	\$0
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$750	\$750
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$376,800	\$376,800
Total	\$377,550	\$377,550

Totals by Fund	Published Amt. \$377,550	Adopted Amt. \$377,550
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 2379 - CUMULATIVE CAPITAL IMP (CIG TAX)

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$0	\$0
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$0	\$0
CAPITAL OUTLAY	\$106,000	\$106,000
DEBT SERVICE	\$0	\$0
Total	\$106,000	\$106,000

Totals by Fund	Published Amt.: \$106,000	Adopted Amt. \$106,000
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 2391 - CUMULATIVE CAPITAL DEVELOPMENT

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$0	\$0
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$0	\$0
CAPITAL OUTLAY	\$354,200	\$354,200
DEBT SERVICE	\$421,242	\$421,242
Total	\$775,442	\$775,442

Totals by Fund	Published Amt: \$775,442	Adopted Amt: \$775,442
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 2482 - REDEVELOPMENT BOND

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$0	\$0
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$750	\$750
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$85,250	\$85,250
Total	\$86,000	\$86,000

Totals by Fund	Published Amt. \$86,000	Adopted Amt. \$86,000
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 9500 - AVIATION

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$466,759	\$464,770
SUPPLIES	\$94,700	\$94,700
SERVICES AND CHARGES	\$455,300	\$455,300
CAPITAL OUTLAY	\$381,500	\$381,500
DEBT SERVICE	\$0	\$0
Total	\$1,398,259	\$1,396,270

Totals by Fund	Published Amt. \$1,398,259	Adopted Amt. \$1,396,270
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 9501 - POLICE CONT ED

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$0	\$0
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$36,000	\$36,000
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$36,000	\$36,000

Totals by Fund	Published Amt. \$36,000	Adopted Amt. \$36,000
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 9502 - TECH ADVIS COMM

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$98,786	\$0
SUPPLIES	\$1,000	\$0
SERVICES AND CHARGES	\$152,440	\$0
CAPITAL OUTLAY	\$280,000	\$0
DEBT SERVICE	\$0	\$0
Total	\$532,226	\$0

Totals by Fund	Published Amt: \$532,226	Adopted Amt: \$0
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 9503 - Aviation Non-Reverting

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$0	\$0
SUPPLIES	\$80,000	\$80,000
SERVICES AND CHARGES	\$20,000	\$20,000
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$100,000	\$100,000

Totals by Fund	Published Amt.: \$100,000	Adopted Amt. \$100,000
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 9504 - POLICE ALARM SYS

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$0	\$0
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$25,000	\$25,000
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$25,000	\$25,000

Totals by Fund	Published Amt. \$25,000	Adopted Amt. \$25,000
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 9505 - STORM SEWER NON-REV

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$0	\$0
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$20,000	\$20,000
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$20,000	\$20,000

Totals by Fund	Published Amt. \$20,000	Adopted Amt. \$20,000
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 9506 - MEDIC NON-REV

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$0	\$0
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$0	\$0
CAPITAL OUTLAY	\$25,000	\$25,000
DEBT SERVICE	\$0	\$0
Total	\$25,000	\$25,000

Totals by Fund	Published Amt. \$25,000	Adopted Amt. \$25,000
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 9508 - Economic Dev Income Tax CEDIT

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$193,068	\$99,695
SUPPLIES	\$250	\$250
SERVICES AND CHARGES	\$744,973	\$544,373
CAPITAL OUTLAY	\$1,367,000	\$1,367,000
DEBT SERVICE	\$707,927	\$707,927
Total	\$3,013,218	\$2,719,245

Totals by Fund	Published Amt. \$3,013,218	Adopted Amt. \$2,719,245
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 9509 - Commons Operating/Capital Fund

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$468,274	\$466,388
SUPPLIES	\$42,650	\$42,650
SERVICES AND CHARGES	\$404,750	\$404,750
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$915,674	\$913,788

Totals by Fund	Published Amt.: \$915,674	Adopted Amt. \$913,788
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 9510 - Streetscape

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$0	\$0
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$0	\$0
CAPITAL OUTLAY	\$0	\$0
DEBT SERVICE	\$0	\$0
Total	\$0	\$0

Totals by Fund	Published Amt.: \$0	Adopted Amt.: \$0
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BUDGET REPORT FOR

Selected Year: 2015
Selected County: 03 - Bartholomew County
Selected Unit: 0200 - COLUMBUS CIVIL CITY
Selected Fund: 9511 - Riverboat

DEPARTMENT: 0000 NO DEPARTMENT		
	Published Amount	Adopted Amount
PERSONAL SERVICES	\$0	\$0
SUPPLIES	\$0	\$0
SERVICES AND CHARGES	\$0	\$0
CAPITAL OUTLAY	\$260,000	\$260,000
DEBT SERVICE	\$0	\$0
Total	\$260,000	\$260,000

Totals by Fund	Published Amt.: \$260,000	Adopted Amt.: \$260,000
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Totals by Unit	Published Amt.: \$51,719,156	Adopted Amt.: \$50,192,256
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Form Signature

NAME

TITLE

SIGNATURE/PIN

DATE

I hereby acknowledge that the submission of this document through the Gateway password and PIN system constitutes an "electronic signature" as defined in IC 5-24-2-2. This submission is intended to, and hereby does, constitute authentication and approval of the submitted document as required by the Indiana Code. I understand that this electronic signature takes the place of my handwritten signature and accomplishes the same purposes as would my handwritten signature in the same circumstance. I further acknowledge that this electronic signature has the same force and effect as my handwritten signature and can and will be used for all lawful purposes. I affirm that I have the real and apparent authority to electronically sign and submit this document on behalf of the unit.

RESOLUTION NO. _____, 2014

**A RESOLUTION OF THE COMMON COUNCIL OF THE
CITY OF COLUMBUS TO APPROVE THE SALE OF PROPERTY LOCATED AT
7440 SOUTH INTERNATIONAL DRIVE, COLUMBUS**

WHEREAS, the City of Columbus (the "City") gained ownership and possession of property located at 7440 South International Drive, Columbus, Indiana (the "Property") as part of a forgivable loan agreement with NuSun, Inc.;

WHEREAS, pursuant to I.C. 36-1-11-3, the Common Council of the City (the "Council") must approve every sale of real property for which the appraised value is fifty thousand dollars (\$50,000) or more;

WHEREAS, the appraised value of the Property is \$575,000;

WHEREAS, the proposed sale of the Property as recommended by the City's Board of Public Works and Safety is \$540,000 to MK Properties, LP (the Purchase Agreement and accepted Counter Number 5 is attached hereto as Exhibit "A" and incorporated by reference herein); and

WHEREAS, the City has completed the statutorily required steps as outlined in I.C. 36-1-11 *et seq.* to dispose of the Property and requests that the Council approve the sale of the Property in the amount of \$540,000 to MK Properties, LP.

NOW THEREFORE BE IT RESOLVED BY THE COLUMBUS COMMON COUNCIL THAT the sale of the Property between the City of Columbus and MK Properties, LP in the amount of \$540,000 as set forth in the Purchase Agreement and accepted Counter Number 5 attached as Exhibit "A" is hereby approved.

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized and empowered and directed to take any and all further actions necessary to effect the sale of the Property.

THE FORGOING RESOLUTION OF THE COMMON COUNCIL IS ADOPTED BY THE COMMON COUNCIL OF COLUMBUS, INDIANA, on this the ____ day of _____, 2014, by a vote of ____ ayes and ____ nays.

Kristen S. Brown, Mayor
Presiding Officer of the Common Council

ATTEST:

Luann Welmer
Clerk of the Common Council

Presented by me to the Mayor of Columbus, Indiana, this _____ day of _____, 2014
at _____ o'clock _____M.

Luann Welmer
Clerk-Treasurer

Approved and signed by me this _____ day of _____, 2014, at _____ o'clock ____M.

Kristen S. Brown
Mayor of the City of Columbus, Indiana

Selling Broker Cassidy Turley (# 317.639.0515) By Michael Weishaar / Russ VanTI (# 317.639.0494 / 317.639.0546)
Listing Broker Breeden Commercial (# 800.844.3766) By Mark Pratt (# 812-378-1721)

PURCHASE AGREEMENT COMMERCIAL / INDUSTRIAL REAL ESTATE

1. **PARTIES:** City of Columbus ("Seller") agrees to sell and convey to MK Properties, L.P. ("Buyer") and Buyer agrees to buy from Seller the following Property for the consideration and upon and subject to the terms, provisions, and conditions of this Purchase Agreement ("Agreement") hereinafter set forth.

2. **PROPERTY:** The property commonly known as 7440 South International Drive is a tract of land situated in the City of Columbus, Bartholomew County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to all leases or rents, and security deposits, Seller's interest in and to all licenses and permits with respect to the Property, Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the Property, and Seller's interest in all warranties or guaranties relating to the Property being sold; all of the above hereinafter collectively called "Property," and whose legal description is (Below) (Contained on Exhibit "A" attached hereto and incorporated herein):

_____ The metes and bounds description determined by the survey of the Property hereinafter provided for will replace Exhibit "A" attached hereto in the event it should differ from the attached exhibit. Any property to be excluded from this sale should be set forth under Special Provisions in Paragraph 5. Within five (5) days from the Effective Date, Seller shall provide Buyer the items if in its possession or control described on Addendum "A" attached hereto.

3. **PRICE:** The total purchase price shall be Four Hundred Seventy-Two Thousand Five Hundred and 00/100 Dollars (\$472,500.00), payable in accordance with the terms and conditions stated in this Agreement.

4. **EARNEST MONEY:** \$ \$10,000.00 is herewith tendered and is to be deposited as Earnest Money with First American Title Insurance Company as Escrow Agent, upon execution of the Contract by both parties. If this Contract is terminated by the Buyer, with cause as specified herein and within the applicable time period, the earnest money shall be returned to the Buyer. Seller and Buyer agree to hold harmless any and all real estate brokers involved with this transaction from any further responsibility for the Earnest Money.

5. **SPECIAL PROVISIONS:**
Please see Addendum "A"

Included in this agreement are the following addendums: (Place an X on the lines that are appropriate)

<input type="checkbox"/> Financing Addendum	<input type="checkbox"/> Feasibility Study Addendum
<input type="checkbox"/> Apartment/Multi-Tenant Addendum	<input type="checkbox"/> Representations & Warranties of Seller Addendum
<input type="checkbox"/> Zoning/Governmental Approval Addendum	<input type="checkbox"/> Tax Deferred Exchange Addendum

6. **CLOSING:** The closing of the sale (the "Closing Date") shall take place at the First American Title Insurance Company who insures this transaction within ten (10) days after satisfaction or waiver of any and all contingencies, unless such date is changed in writing by Seller and Buyer, or otherwise extended as herein provided.

7. **POSSESSION:** The possession of the Property shall be delivered to Buyer at closing subject to tenant's rights, if applicable, in its present condition, ordinary wear and tear excepted and free of trash, rubbish and in broom-clean condition. Seller agrees to maintain the property and related equipment in good condition until possession is delivered to Buyer. Seller shall not enter into any leases, lease amendment, lease terminations or any service agreements without Buyer's consent.

8. **INSPECTIONS:** Inspections shall be handled in accordance with paragraph A as set forth below:

(Insert A or B)

A. **BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED.** All inspections shall be made within sixty (60) days after the Effective Date of this Agreement (the "Inspection Period") with written reports delivered to the Seller and Buyer within ten (10) days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer, with a written report showing said items to be in satisfactory condition. Inspections may include but are not limited to the presence of asbestos, hazardous and/or toxic materials, wood eating insects and underground storage tanks, as well as the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well, septic, other: environmental phase one inspection. If the Buyer, in its sole discretion, believes that any inspection report or other due diligence that reveals any problem with the Property and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction which could include a price reduction, then this Agreement may be terminated by the Buyer upon notice to Seller.

B. ~~**BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE AS A CONDITION OF THE AGREEMENT THE ABOVE MENTIONED INSPECTIONS.**~~ However, Buyer hereby waives inspections and relies upon the condition of the Property based upon his own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with said Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing.

9. **TAXES:** All taxes assessed for any prior calendar year and remaining unpaid, shall be paid by Seller, and all taxes assessed for the current calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day immediately prior to the Closing Date. If the tax rate for taxes assessed in the current year has not been determined at the closing of the transaction, said taxes shall be assumed to be 110% of the most recent taxes for the purpose of such proration and credit for due but unpaid taxes. Seller shall assign to Buyer at Closing the right to pursue, with advisors or counsel of Buyer's choosing, all pending tax appeals and any refund shall be divided between the Seller and Buyer based on the obligations to pay the taxes for the period of appeal.

10. **INSURANCE:** Insurance for the Property shall be canceled as of the date of closing and the Buyer shall provide its own insurance.

11. **SURVEY:** A (staked survey) (surveyor location report) shall be furnished at Seller's expense within fourteen (14) days after the execution of this Purchase Agreement. If a staked survey is Hereby required, it (shall) (shall not) conform with ALTA minimum standards, (shall) (shall not) include the following items from Table A: Items #1, 2, 3, 4, 7(a), 8, 9, 10 and 11(a), and (shall) (shall not) reflect whether the Property is located in a designed flood zone area.

12. **TITLE AND SURVEY APPROVAL:** Seller shall deliver to Buyer within 14 days after the Effective Date, a Commitment for Title Insurance issued by Title Company (the "Commitment") and legible copies of all recorded instruments affecting the Property and recited as exceptions in the Commitment. For each day of delay in such delivery, the Inspection Period shall be extended for each such day. If Buyer has an objection to items disclosed in such Commitment or the survey provided for herein, Buyer shall make written objections to Seller within 15 days after receipt of all such items. If Buyer or third party lender makes such objections, Seller shall have thirty (30) days from the date such objections are disclosed to cure the same, and the Closing Date shall be extended, if necessary. Seller agrees to utilize its best efforts and reasonable diligence to cure such objection, if any. If the objections are not satisfied within such time period, Buyer may (a) terminate this Contract, or (b) waive the unsatisfied objections and close the transaction.

13. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to the Closing Date. Any special assessments applicable to the Property for municipal improvements previously made to benefit the Property shall be paid by Seller. If there is additional rent paid by tenants (i.e. CAM, taxes, Insurance) then Seller shall provide Buyer at least 5 days prior to closing, a reconciliation of actual sums collected from each tenant and the actual sums due for such items from each tenant, and a proration shall be made between Seller and Buyer at Closing. Buyer will assume and agree to pay all special assessments for municipal improvements which are completed after the date of this Purchase Agreement.

14. **SALES EXPENSES:** Seller and Buyer agree that all sales expenses are to be paid in cash prior to or at the closing.

A. **SELLER'S EXPENSES:** Seller agrees to pay all costs of releasing existing loans and recording the releases; Owner's Title Policy, endorsements and other charges relating to title; survey; tax statements; 1/2 of any closing fee; preparation of Deed and Vendor's Affidavit; the Professional Fee to the Broker(s) in this transaction; and other expenses stipulated to be paid by Seller under other provisions of this Contract.

B. **BUYER'S EXPENSES:** Buyer agrees to pay all expenses incident to any loan (e.g. loan commitment fees, preparation of note, mortgage, and other loan documents, recording fees, Mortgagee's Title Policy, prepayable interest, credit reports); 1/2 of any closing fee; and expenses stipulated to be paid by Buyer under other provisions of this Contract.

15. **DEFAULT:** If Buyer breaches this Agreement and is in default, Seller shall treat this Agreement as being terminated and receive the Earnest Money as liquidated damages which shall be Seller's sole remedy at law or in equity against Buyer. If Seller breaches this Agreement and is in default, then the Earnest Money shall be returned to Buyer at Buyer's written request or, Buyer may seek specific performance or any other remedy provided by law or equity against the Seller. In the event of Seller default, Seller shall immediately be obligated to pay the Listing Broker the entire fee that would have been paid had this transaction closed.
16. **ATTORNEY'S FEES:** Any signatory to this Contract who is the prevailing party in any legal or equitable proceeding against any other signatory brought under or with relation to the Contract or transaction shall recover court costs and reasonable attorney's fees from the non-prevailing party.
17. **ESCROW:** The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (a) is not a party to this Contract and does not assume or have any liability for performance or non-performance of any party and (b) before the Escrow Agent has any obligation to disburse the Earnest Money in the event of dispute, he has the right to require from all signatories a written release of liability of the Escrow Agent, termination of the Contract and authorization to disburse the Earnest Money. At closing, Earnest Money shall be applied to any cash down payment required, next to Buyer's closing costs and any excess refunded to Buyer.
18. **DUTIES OF BUYER AND SELLER AT CLOSING:**
- A. At the closing, Seller shall execute, as appropriate, and deliver to Buyer, at Seller's sole cost and expense, the following:
- (1) Except in the case of a sale via Conditional Sales Contract, a duly executed and acknowledged General Warranty Deed conveying good and indefeasible title in fee simple to all of the property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Buyer in writing and
 - (2) Execute a Vendor's Affidavit in the form most recently published by the Indianapolis Bar Association;
 - (3) An Owner's Policy of Title Insurance or marked up title commitment (the "Title Policy") issued by the Title Company in the full amount of the Sales Price, dated as of closing, insuring Buyer's fee simple title to the Property to be good and indefeasible subject only to those title exceptions permitted herein, or as may be approved by Buyer in writing, and deleting the standard printed exceptions contained in the Title Policy;
 - (4) A Bill of Sale containing warranties to title, conveying title, free and clear of all liens, to any personal property specified herein and an assignment of leases, prepaid rents, security deposits, and trade name, and to the extent assignable, licenses and permits, maintenance, management or other contracts, warranties or guaranties, all duly executed by Seller;
 - (5) Seller agrees to indemnify Buyer for any and all claims, obligations and liabilities and all costs, expenses and attorneys' fees incurred, based upon or arising out of any obligation, liability, loss, damage or expense, of whatever kind or nature, contingent or otherwise, known or unknown, incurred under, or imposed by, any provision of Federal, state or local law or regulation, or common law, pertaining to health, safety or environmental protection and arising out of any act or omission by Seller, its employees or representatives prior to the Closing Date;
 - (6) A current rent roll duly certified by Seller, if applicable;
 - (7) A settlement statement
 - (8) Estoppel Certificates and Subordination Non-Disturbance and Attornment Agreements in form acceptable to Buyer and its lender from all tenants at the Property.
 - (9) If requested by Buyer, to the extent assignable, an assignment of any one or more of the insurance policies held by Seller pertaining to the Property, duly executed by Seller;
 - (10) Evidence of its capacity and authority for the closing of this transaction;
 - (11) A certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act, or to consent to withholding of tax from the proceeds of sale as required, unless it is established that the transaction is exempt because the purchase price is \$300,000.00 or less and Buyer intends to use the property as his residence;
 - (12) Execute all other necessary documents to close this transaction.
- B. At the closing, Buyer shall perform the following:

- (1) Pay the cash portion of the Sales Price by wire transfer to Title Company;
- (2) Execute the note(s) and mortgage(s) provided for herein, if Seller is providing any financing, and cause the funds to be made available to the closing officer for disbursement;
- (3) A Settlement Statement;
- (4) Evidence of its capacity and authority for the closing of this transaction;
- (5) Execute all other necessary documents to close this transaction.

19. **CONDEMNATION:** If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Buyer may, at its option, terminate this Agreement by written notice to Seller within five (5) business days after Buyer is advised of the commencement of condemnation proceedings, or Buyer shall have the right to appear and defend in such condemnation proceedings, and any award in condemnation shall, at the Buyer's election, become the property of Seller and reduce the purchase price by the same amount or shall become the property of Buyer and the purchase price shall not be reduced.

20. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any such damage or destruction is not fully repaired prior to closing, Buyer, at its option, may either (a) terminate this Agreement, or (b) elect to close the transaction, in which event Seller's right to all insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.

21. **INTENTIONALLY OMITTED.**

22. **MISCELLANEOUS:**

- A. Any notice required or permitted to be delivered hereunder, shall be personally delivered or sent by United States mail, postage prepaid, certified and return receipt requested, or by national overnight carriers addressed to Seller or Buyer, as the case may be, at the address set forth below the signature of such party hereto. Notice from counsel for a party shall constitute notice for such party. Notices shall be deemed effective when hand delivered or deposited with a U.S. Post Office or overnight courier.
- B. This Agreement shall be construed under and in accordance with the laws of the State of Indiana.
- C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- D. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable Provision had never been contained herein.
- E. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.
- F. Time is of the essence of this Agreement.
- G. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- H. All rights, duties and obligations of the signatories hereto shall survive the passing of title to, or an interest in, the Property.
- I. By signing below, the parties to this transaction acknowledge receipt of a copy of this agreement and give their permission to the Multiple Listing Service of the Metropolitan Indianapolis Board of REALTORS, Inc. to publish information regarding this transaction.
- J. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. **TERMINATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by 4:00 (A.M.) (P.M.), the 20th day of August 20 14, this offer to purchase shall be null and void and all parties hereto shall stand relieved and released of any and all liability or obligations hereunder.

24. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this document, they should seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it

relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, industrial hygienist or other person, with experience in evaluating the condition of the Property, including the possible presence of asbestos, hazardous and/or toxic materials and underground storage tanks.

25. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
26. **SECTION 1031 EXCHANGE:** Buyer and Seller acknowledge that either might wish to complete the transaction contemplated hereby as part of a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code. Buyer and Seller each shall cooperate with the other's 1031 exchange and execute any documents reasonably required in connection therewith, provided no liability, delay or cost is associated therewith or results therefrom. In the case of any such 1031 exchange this Agreement may be assigned to the qualified intermediary in such transaction.
27. **AGENCY:**
- ☐ Cassidy Turley Commercial Real Estate Services, Inc., dba Cassidy Turley, is the Listing Broker. Cassidy Turley has and will act exclusively as the agent of the Seller and not as the agent of the Buyer.
- ☒ Cassidy Turley Commercial Real Estate Services, Inc., dba Cassidy Turley, is the Selling Broker. Cassidy Turley has and will act exclusively as the agent of the Buyer and not as the agent of the Seller.
- ☐ _____ of Cassidy Turley Commercial Real Estate Services, Inc., dba Cassidy Turley, is both the Listing Broker and the Selling Broker. Such broker of Cassidy Turley has and will act as a disclosed limited agent, serving as agent for both the Seller and the Buyer with their prior written and informed consent as evidenced by the previously executed Listing Contract and Agency Explanation and Agreement With Purchaser/Tenant.

Dated this 14 day of August, 2014.

Matthew J. Mompor 8/4/14
Buyer's Signature Date

Matthew J. Mompor pres.
Printed

35-2059349
Buyer's S.S. # or Taxpayer's I.D. #

4702 Wyndomere Lane, Fort Wayne IN 46835
Buyer's Address for Notice Purposes

Buyer's Signature Date

Printed

Buyer's S.S. # or Taxpayer's I.D. #

ACCEPTANCE OF PURCHASE AGREEMENT

As the Owner(s) of the Property described herein, the above terms and conditions are accepted this _____ day of _____, 2014, (the "Effective Date" shall be the date of the latter signature of Seller and Buyer on this Agreement or any counter-offers or amendments),

Seller's Signature

Printed

Seller's Signature

Printed

Seller's S.S. # or Taxpayer's I.D. #

Seller's S.S. # or Taxpayer's I.D. #

Seller's Address for Notice Purposes

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Purchase Agrmt-Buyer 2014.dot
06-14

EXHIBIT "A"

(Legal Description -- to be provided)

ADDENDUM "A" TO PURCHASE AGREEMENT

1. The Buyer's obligations under this Agreement are subject to Buyer's waiver or satisfaction, in its sole discretion within sixty (60) days from the acceptance date hereof, of the following conditions:
 - a. verifying that the existing zoning classification of the Property will not prevent the specific intended light industrial use of Buyer or its tenant;
 - b. determining that public sewer, water, gas, electric service and all other required utilities and storm water drainage at capacities sufficient for Buyer's use will be available to serve the Property;
 - c. Within five (5) of the acceptance of this Agreement, Seller shall provide to the extent available, any existing service and other contracts, environmental surveys, roof inspection reports, inspections or reports concerning the Property and/or the immediately surrounding areas; copies of any engineering inspections, reports, or tests relevant to the Property; copies of any surveys and site plans prepared in connection with the development of the Property; or any other studies, tests, or reports relevant to the Property, and Buyer's intended use of same;
 - d. Obtaining all governmental approvals needed and any abatements and incentives required by Buyer or any tenant for the development and operation of the proposed office/manufacturing/distribution facility, including but not limited to building, drainage, signage permits, sewer and water taps.
 - e. Conducting and completing any and all other due diligence and/or feasibility studies desired by Buyer or its lender with findings and results acceptable to Buyer in its sole discretion
2. In the event that one or more of the conditions set forth in Paragraph 1 of this Addendum are not timely and completely satisfied, Buyer may terminate and cancel this Agreement by written notice to Seller, in which event the Earnest Money in full shall be immediately refunded to Buyer.
3. The parties agree that if the environmental inspection to be obtained by the Buyer pursuant to Section 8 of the Agreement reveals any environmental problems with the Property, the Seller shall promptly remediate the environmental problems revealed by such audit at Seller's sole expense. In the event such remediation, a reputable testing agency must execute environmental testing to insure that the remediation has been completed (e.g. all tanks, asbestos, other hazardous chemicals or materials and/or contaminated building materials or soil have been properly removed from the site) and the Property meets all federal and state regulatory standards. Copies of such reports or certifications will be given to Buyer for review and acceptance prior to the Closing Date.
4. Except for any fixtures approved by Buyer or removed by Seller prior to Closing, possession of the Property shall be provided to the Buyer at Closing free and clear of any above and below ground storage tanks (excluding silos and roof units), drums or buckets; hazardous liquids and any rubbish or refuse inside the building or outside on the grounds of the Property.



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20 Except as modified by this Counter Offer, all other terms and conditions of the Purchase Agreement and all previous
21 Counter Offers remain the same.
22

26					
27					
28	<input checked="" type="checkbox"/> (SELLER)	<input type="checkbox"/> (BUYER)	SIGNATURE	DATE	
29	KEISTEN S. BROWN, Mayor			9/2/14	
30	PRINTED				
31					

ACCEPTANCE OF COUNTER OFFER

41 _____
42 _____
43 _____
44 ☐ (SELLER) ☐ (BUYER) SIGNATURE _____ DATE _____
45 _____
46 _____
47 PRINTED _____



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